

FIRST AMENDMENT

AGREEMENT ESTABLISHING THE TOWN OF LYONS MENTAL HEALTH AND WELLNESS FIELD OF INTEREST FUND

AN INVESTED FIELD OF INTEREST FUND OF COMMUNITY FOUNDATION BOULDER COUNTY

This First Amendment to the Agreement Establishing the Town of Lyons Mental Health and Wellness Fund ("First Amendment") is entered into by and between the Town of Lyons, a Colorado statutory municipality (the "**Town**") and Community Foundation Boulder County, a Colorado nonprofit organization ("the Community Foundation") (together, the "**Parties**"), and shall be effective as of the date of mutual execution of the Parties.

NOW, THEREFORE, the Town and the Community Foundation agree as follows:

1. Effective Date and Enforceability

This First Amendment shall not be effective or enforceable until it is approved and signed by both Parties. Upon mutual execution hereof, the Parties agree that this Amendment shall be effective.

2. Limits of Effect

This First Amendment is incorporated by reference into the Agreement Establishing the Town of Lyons Mental Health and Wellness Fund. The Agreement Establishing the Town of Lyons Mental Health and Wellness Fund shall remain in full force and effect except as specifically modified herein.

3. Modification

The Agreement Establishing the Town of Lyons Mental Health and Wellness Fund is hereby amended as follows:

A. Section 3 of the Agreement Establishing the Town of Lyons Mental Health and Wellness Fund is hereby deleted and replaced with the following:

- a. The Fund shall include the property listed on Schedule A, such property as may from time to time be transferred to the Community Foundation by the Donor for inclusion in the Fund, such property as may be transferred to the Community Foundation from other sources and accepted by it for inclusion in the Fund, and all income from the foregoing property. The minimum contribution to create a field of interest fund is \$25,000. Donors have one year from the date the fund agreement is signed to reach the \$25,000 minimum. All contributions**

to the Fund are irrevocable. The Community Foundation shall not be obligated to solicit gifts to the Fund, or to accept any particular gifts, transfers or additions to the Fund from the Donor or any third party.

- b. Donors sometimes want to raise money to add to their funds. Fundraising for funds is prohibited unless specifically authorized by the Community Foundation. Fundraising, if permitted, must strictly adhere to the Community Foundation's guidelines and policies and to any additional restrictions imposed as a condition of the Community Foundation's consent.

B. A new Section 4 is created as follows:

4. **Fund Advisory Committee.** The Community Foundation shall approve from time to time an "Advisory Committee" for the purposes of this Agreement. Members of the Advisory Committee may be removed and replaced at any time by the Community Foundation. Neither the Donor, persons appointed or designated by Donor, nor persons related to Donor or to persons appointed or designated by Donor shall control, directly or indirectly, the Advisory Committee.
 - a. The Lyons Community Foundation Fund Advisory Board will act as the "Lyons Community Foundation Advisory Committee" or "Advisory Committee."
 - b. Upon establishing the Fund, the initial advisor to the Fund is the person named in the fund agreement. The primary fund advisor may give one or more fund advisors, or the "Advisory Committee", the authority to access information regarding the fund and make grant recommendations.
 - c. Fund advisors and the Advisory Committee will be able to access fund statements via the Community Foundation's online fund portal. A person must be at least 18 years old to serve as a fund advisor. The primary donor may designate, in writing, a representative to maintain his or her ongoing relationship with the Community Foundation. If a designated representative is appointed, the designated representative shall be the exclusive contact with the Community Foundation with respect to advice regarding dispersals from the fund. However, the primary fund advisor may change the designated representative of the fund at any time by communicating that change to the Community Foundation in writing.

C. All subsequent Sections shall be renumbered

5. Integration and Amendment

This First Amendment represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this First Amendment must be in writing and be signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed and entered into this First Amendment as of the latter day and year indicated below.

TOWN OF LYONS, COLORADO

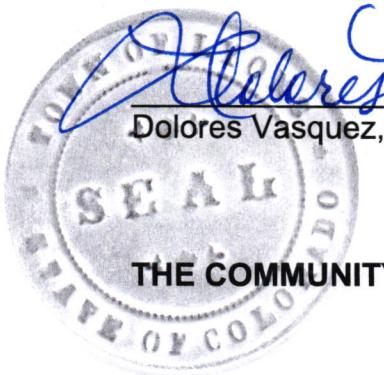
Hollie Rogin

Hollie Rogin, Mayor

May 20, 2025

Date

ATTEST:



Dolores M. Vasquez

Dolores Vasquez, Town Clerk

Tatiana Hernandez, CEO

Date



Community
Foundation
Boulder County

Town of Lyons Mental Health Field of Interest Fund #01149
Addendum to Fund Agreement Signed December 18, 2024

Primary Fund Advisor: Town of Lyons, Mayor Hollie Rogin

I, Mayor Hollie Rogin, authorize the Lyons Community Foundation Advisory Committee, as approved by CFBC Board of Directors, full advisory privileges for the Town of Lyons Mental Health Field of Interest Fund.

Upon establishing a fund, the initial advisor to the fund is the person named in the fund agreement. The primary fund advisor may give one or more fund advisors, or an "Advisory Committee", the authority to access information regarding the fund and make grant recommendations.

Fund advisors will be able to access fund statements via the Foundation's online fund portal. A person must be at least 18 years old to serve as a fund advisor. The primary donor may designate, in writing, a representative to maintain his or her ongoing relationship with the Foundation. If a designated representative is appointed, the designated representative shall be the exclusive contact with the Foundation with respect to advice regarding dispersals from the fund. However, the primary fund advisor may change the designated representative of the fund at any time by communicating that change to the Foundation in writing.

The Foundation shall approve from time to time an "Advisory Committee" for the purposes of the Fund Agreement. Members of the Advisory Committee may be removed and replaced at any time by Community Foundation Boulder County. Neither the Donor, persons appointed or designated by Donor, nor persons related to Donor or to persons appointed or designated by Donor shall control, directly or indirectly, the Advisory Committee.

Hollie Rogin
Primary Fund Advisor Name

A handwritten signature in black ink that appears to read "Hollie Rogin".

Primary Fund Advisor Signature

Date *May 10, 2025*



**Community
Foundation
Boulder County**

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Hollie Rogin
Primary Fund Advisor Name

H.R.
Primary Fund Advisor Signature

Date *May 20, 2025*